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1. GENERAL POINTS

- 1.1. These General Terms and Conditions of Purchase (**GTC**) govern the contractual relationship between the relevant company of the CMSA Group (**us, we**) and its suppliers (**Supplier**). Collectively, we and the Supplier are referred to as the **Parties**.
- 1.2. Our GTC shall apply exclusively. We only recognise conflicting or deviating conditions of the Supplier if these have been confirmed in writing or are in accordance with mandatory legal provisions. This shall also apply in the event of an unconditional acceptance of a delivery in the knowledge of conflicting conditions.
- 1.3. The Supplier accepts these GTC by entering a contractual agreement with us, usually a supplier agreement regarding materials, supplies, items and/or equipment (**Goods**). They shall apply to all future transactions with the Supplier even if they are not expressly referred to again in the individual case.

2. CONCLUSION OF CONTRACT, CONTRACT AMENDMENTS

- 2.1. The preparation of the Supplier's offer shall be free of charge. If our enquiry contains ambiguities, gaps, or technical specifications which impair or negate the suitability of the Goods for the intended use, or if it contains deviations or gaps with regard to the state of the art in science and technology, legal provisions, or with regard to the technical expediency of the requested specifications, this must be pointed out in the offer, as well as any other deviations from our enquiry.
- 2.2. Our orders or any amendments thereto are only binding if they are issued by us in writing. Documents, drawings, specifications etc. referred to therein shall form integral parts of our order.
- 2.3. The contract between the Parties (**Contract**) shall be deemed concluded, when the Supplier confirms the order in writing. If our order is not confirmed in writing by the Supplier within seven calendar days after receipt, we shall be entitled to revoke it without giving rise to any claims by the Supplier.
- 2.4. Deviations from the order must be expressly indicated in the order confirmation. These shall only become part of the Contract if we agree to them in writing.
- 2.5. Within reasonable limits, we may require changes to the design or execution of the Goods or to the delivery date even after conclusion of the Contract. If such changes result in additional or reduced costs or affect the scheduled dates, the Supplier shall inform us thereof within seven calendar days at the latest. The Parties shall then agree on an appropriate adjustment of the Contract.

3. PRICES AND PAYMENT

- 3.1. The net price stated in the (confirmed) order or agreed upon in any adjustment of the Contract is binding. In the absence of any written agreement to the contrary, the price shall include the costs of dispatch as determined by the agreed Incoterm and of any certificates of origin or certificates specifying the technical condition of the Goods.
- 3.2. We can process invoices only if they include the order number, the order item, and our article number in accordance with the specifications set out in our order. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation.
- 3.3. Unless otherwise agreed, we will pay the invoiced amount within 10 days (calculated from the later of (i) delivery and (ii) receipt of the invoice, notwithstanding section 4.5) with a 3% discount, or else net within 60 days after the due date and receipt of the invoice.

- 3.4. We shall be entitled to exercise rights of set-off and retention to the extent provided by law. In the event of the delivery of defective Goods, we shall also have the right to retain payment of such delivery until such defect is rectified.

4. DELIVERY TIMES

- 4.1. The delivery time stated in the (confirmed) order is binding. Insofar as the Supplier is obliged to provide, in addition to the Goods, certificates concerning their origin or technical condition, these must also be provided within the agreed delivery time. The provision of such certificates forms an essential part of the Supplier's fulfilment obligations. The receipt of the delivery by us at the agreed delivery address shall be decisive for the observance of the delivery time.
- 4.2. The Supplier is obliged to inform us in writing without delay if circumstances arise or are likely to arise which indicate that the delivery time cannot be met. Once it becomes apparent that the agreed delivery date cannot be met, we may waive delivery and claim compensation even before the agreed delivery date is reached.
- 4.3. The acceptance of a delayed delivery or delayed acceptance inspection for which the Supplier is responsible does not imply a waiver for any claims for damages arising from the delay. In the event of a delay in delivery or a delayed acceptance inspection, we may claim a contractual penalty of 1% of the order value for each completed calendar day of delay, up to a maximum of 15% of the order value. We must reserve our right to the contractual penalty at the latest upon payment of the invoice which following the delayed delivery.
- 4.4. We expressly reserve the right to claim further damages caused by delay, against which the contractual penalty will be offset. As a production and manufacturing company, we are particularly dependent on punctual deliveries. Even the absence of a minor part or a necessary certificate can cause manufacturing and delivery delays of considerable extent and thus lead to damages that far exceed the order value.
- 4.5. If the delivery is made before the agreed delivery date, we are not obliged to accept it. In the event of premature acceptance, the agreed delivery date shall nonetheless remain decisive for the due date of the Supplier's payment claim.
- 4.6. The Supplier may only invoke the absence of necessary documents, information or materials to be supplied by us if it has requested these in good time or promptly reminded us after the agreed deadlines for providing them had expired.

5. DISPATCH

- 5.1. Unless otherwise agreed in writing, delivery shall be made DDP (Incoterms 2020 or the latest version of the International Chamber of Commerce) to the place of receipt named by us

or, in the absence of such specification, to the registered office of our group company placing the order.

- 5.2. We are entitled to specify the mode of dispatch and the carrier within reasonable limits.
- 5.3. The Supplier shall be obliged to state our order number as well as the order item and our article number completely and accurately on all shipping documents and delivery notes in addition to the designation of the Goods, the quantity, the gross and net weight, the country of origin and the customs tariff number. If the Supplier fails to do so, it shall be responsible for any delays or other damages resulting therefrom.
- 5.4. Upon the Supplier's request, we are entitled to return the returnable packaging material to the Supplier at the Supplier's expense and risk.

6. TRANSFER OF OWNERSHIP AND RISK

- 6.1. Ownership of the Goods shall pass to us at the earlier of the following two times:
- Delivery at our factory.
 - Payment in full. In the event of partial payment, we shall acquire pro rata co-ownership.
- 6.2. The risk shall pass to us in accordance with the agreed Incoterm. If an acceptance inspection has been agreed at our works, the transfer of risk shall in any case only take place when the delivery item has been accepted by us.
- 6.3. If the required shipping documents for a delivery are not provided as agreed or are provided late, the goods shall be stored at the Supplier's expense and risk until their arrival.

7. QUALITY OF THE GOODS, PRODUCT DOCUMENTATION

- 7.1. All Goods must be of the agreed quality, i.e. they must comply with the documents on which the order is based, such as drawings, descriptions, samples, specifications and acceptance conditions. They must be new, correspond to the state of the art applicable at the time of delivery, have no defects impairing their value or their suitability for the intended use and comply with the laws, approval and safety regulations and standards applicable at the agreed place of use.
- 7.2. Unless expressly agreed otherwise, any necessary protective devices shall be included in the scope of delivery. If these are missing on delivery or after work has been carried out, they must be subsequently supplied and fitted without delay and free of charge.
- 7.3. Depending on the Goods, the scope of delivery shall also include the corresponding instructions for use, instruction leaflets, assembly, operating and maintenance instructions, electrical and circuit diagrams, declaration of conformity or declaration of incorporation, CE marking as well

as spare parts lists or other documentation necessary for the proper use of the delivery item and/or required by law.

- 7.4. Unless otherwise agreed, the scope of delivery shall also include certificates on the origin of the Goods.

8. LABELLING OF HAZARDOUS WORKING MATERIALS, SAFETY DATA SHEETS

- 8.1. In the case of Goods (e.g. materials, parts, technical equipment, uncleaned empties) which, due to their nature, properties, or condition, may pose a risk to the life or health of people, to the environment, or to property and which therefore, due to regulations, require special treatment with regard to packaging, transport, storage, handling and waste disposal, the Supplier shall be obliged to hand over to us a fully completed safety data sheet and an accurate accident leaflet no later than two weeks after the commencement of the Contract (but no later than upon delivery). The Supplier shall indemnify us against all claims by third parties arising from the Supplier's failure to deliver the safety data sheets or from its late delivery of such safety data sheets. The same applies to all changes to the safety data sheets.

9. EXTERNAL COMPANY REGULATIONS

- 9.1. The Supplier guarantees that all employees deployed in the production, assembly and commissioning of the delivery items shall be subject exclusively to employment contract provisions which fully comply with the applicable local and international laws as well as the applicable generally binding collective employment contracts or standard employment contracts of the respective industries and, if applicable, the Swiss Posted Workers Act (*Entsendegesetz*, SR 823.20).
- 9.2. The Supplier undertakes to apply this obligation regarding written employment contracts also to other forms of employment without exception.
- 9.3. The Supplier confirms that it is sufficiently familiar with the relevant laws - in particular the Swiss Posted Workers Act and the Swiss Posted Workers Ordinance (*Entsendeverordnung*, SR 823.201) - and the sectoral collective labour agreements in the current, valid version, and that it has also fully taken these circumstances into account in its pricing.
- 9.4. Furthermore, the Supplier and all persons deployed by it shall comply with all instructions, rules and regulations applicable to work performed by external companies at our facilities, in particular any site-specific safety and access requirements. They must be able to present a photo ID and, where applicable, a valid work or residence permit when entering the factory premises.

10. INCOMING GOODS INSPECTIONS, ACCEPTANCE INSPECTIONS, NOTICES OF DEFECTS

- 10.1. We shall inspect the Goods within a reasonable period after the delivery for deviations from the agreed quantity or from the agreed quality or the quality required by law. Noticeable deviations or defects shall be deemed to have been given in due time if our notification to the supplier is sent within fifteen calendar days after receipt of the Goods. The notification of hidden defects is timely if our notification of defects is sent to the Supplier within fifteen calendar days after discovery of the defects.
- 10.2. Quantity deviations of +/- 3 percent are permissible.
- 10.3. If more than 20% of the Goods in a consignment do not meet the agreed specifications and quality standards, we are entitled to reject the entire delivery. It is then the Supplier's responsibility to inspect the rejected goods and to separate the conforming Goods from the defective Goods.
- 10.4. If a contractual or official acceptance inspection at the place of destination or a preliminary acceptance inspection at the Supplier's works is required, the Supplier shall bear all costs arising from such inspection. The Supplier must notify us of the scheduled inspection at least two weeks in advance.
- 10.5. In the case of Goods manufactured according to our specifications, we shall be entitled, after giving reasonable advance notice, to inspect the work in progress and carry out acceptance tests at the Supplier's manufacturing plant.
- 10.6. If a defect becomes apparent within 6 months after the transfer of risk pursuant to section 6.2, it shall be assumed that the defect was already present at the time of the transfer of risk.

11. WARRANTY AND COMPENSATION RIGHTS

- 11.1. In the event of defects, we shall be entitled to the following rights at our discretion, without prejudice to our other statutory claims: a) refusal to accept the Goods and reimbursement of payments and/or claims for indemnification, b) rectification of defects or delivery of replacement Goods. Or in the event of refusal, unreasonableness or impossibility of rectification or replacement by the Supplier, rectification or replacement of the defective Goods by a third party at the Supplier's expense, or c) price reduction or d) rescission of the contract (reversal of the transaction). In any case, the Supplier shall bear all costs or reimburse us for all costs associated with the repair or replacement (inspection, disassembly, reassembly, transport etc.) of the defective Goods.
- 11.2. The warranty period in the sense of a maximum complaint period is 24 months from delivery of

the Goods, or the product into which the Goods have been integrated, to our customer. It ends at the latest 36 months after delivery of the Goods to us. Longer statutory periods remain unaffected. Claims arising from defects in the Goods shall become time-barred one year after the expiry of the warranty period.

11.3. For Goods that cannot be used during the investigation and/or the rectification of a defect, the applicable warranty period shall be extended by the duration of such interruption. For repaired or newly delivered Goods, the warranty period shall recommence upon completion of the repair or, if an acceptance inspection has been agreed, upon successful completion of such inspection.

11.4. Goods or parts thereof, which are the subject of a complaint, shall remain at our disposal and may continue to be used by us until they have been replaced or repaired and are free from defects, or until a withdrawal from the Contract becomes effective.

12. PRODUCT LIABILITY, RECALLS, TRACEABILITY, INSURANCE

12.1. Insofar as the defective Goods have caused damage to our products or have caused our products to cause damage, the Supplier shall be obliged to indemnify us against claims for damages by third parties at our first request, insofar as the cause lies within the Supplier's sphere of control and organisation and the Supplier is itself liable in relation to third parties.

12.2. Within this framework, the Supplier is also obliged to reimburse any expenses arising from or in connection with a product recall carried out by us, to the extent such recall is attributable to the Supplier.

12.3. In addition, the Supplier shall take appropriate measures to ensure the traceability of the Goods, e.g. by labelling the relevant production batches with batch numbers or similar identifiers.

12.4. We have the right to enter into settlements with third-party claimants, and the Supplier's obligation to indemnify us shall remain unaffected, provided that such settlements are necessary and commercially reasonable.

12.5. The Supplier hereby undertakes, for at least 10 years after the delivery of the Goods, to maintain product liability insurance with coverage of at least CHF 10 million per case of personal injury and/or property damage and product recall cost insurance with a minimum coverage amount of CHF 1 million. For medical products of classes 1 and 2 or components thereof, proof must be provided of coverage of at least CHF 80 million for personal injury and at least CHF 8 million for product recall costs.

12.6. The Supplier hereby undertakes to assign to us all claims against its insurer.

12.7. Upon request, the Supplier must provide us with a suitable proof of insurance.

13. INFRINGEMENT OF THIRD PARTY INDUSTRIAL PROPERTY RIGHTS

13.1. The Supplier shall indemnify and hold us harmless against all costs, damages and third-party claims incur due to the infringement of third-party industrial property rights. The Supplier shall not be liable insofar as such infringement results from the Goods having been manufactured in accordance with our instructions and specifications, unless the Supplier was or should have been aware of the infringement and failed to notify us without delay.

13.2. The Parties shall inform each other without delay of any actual or alleged infringement of third-party rights of which they become aware. The Supplier shall assist us in the investigation of, defence against, or processing of any such claim, including the provision of all documents we may require to defend against such claims.

13.3. If we appoint our own legal counsel, the Supplier's indemnity shall also extend to the reasonable costs and fees associated with such representation. If we do not appoint such legal counsel, the Supplier shall be solely responsible for defending against the claims in question.

13.4. If a claim alleging an infringement of third-party rights is asserted against us or the Supplier, the Supplier shall take all necessary steps to secure for us a non-infringing source of supply. Such steps may include obtaining the necessary licences, redesigning the Goods or taking such other measures necessary to ensure that non-infringing Goods can be supplied to us.

14. OWNERSHIP OF MATERIALS PROVIDED, SOURCE CODE

14.1. Documents, drawings, software, means of production, such as tools, samples, and moulds, as well as materials or other items which we make available to the Supplier or which the Supplier procures or produces at our expense (**Our Materials**) shall remain or become our property as soon as they are procured or produced. We are the owner of all rights thereto. If they are no longer required by the Supplier for the execution of our orders, they shall, at our discretion, either be returned to us free of charge or disposed of, and the Supplier shall confirm such disposal in writing.

14.2. Our Materials may not be reproduced, sold, pledged, assigned as security, sold or otherwise encumbered, made accessible to third parties or used for the manufacture of products for third parties.

14.3. Our Materials are to be properly marked, stored, maintained and insured at replacement value against theft and natural hazards by the Supplier. The Supplier waives all statutory retention rights.

14.4. Unless otherwise agreed, after performance of the relevant Contract, the Supplier shall, at our request, return to us all Our Materials and all copies thereof or, in the case of documents or software, confirm in writing their destruction or deletion. The Supplier shall have the right to retain a copy of the documents or software received for the purpose of complying with statutory archiving requirements, provided that such copy is as confidential.

14.5. Our Materials that are to be consumed or processed in connection with the execution of an order (e.g. to manufacture the Goods from them, or to be incorporated into the Goods) shall remain our property, irrespective of any treatment or processing. Such materials shall be marked as our property and stored separately until processing, assembly or installation. If any of Our Materials are damaged or destroyed by the Supplier, it shall compensate us for the resulting damages.

14.6. By the end of the first week of January of each year at the latest, the Supplier is obliged to provide us with a list of Our Materials held by the Supplier as at 31 December of the previous year.

14.7. We are entitled to use the software included in the scope of delivery, including its documentation, to the extent necessary for the use of the Goods or for any other purpose provided for in the Contract, and to make backup copies of such software.

14.8. At our request, the Supplier shall enter into a source code escrow agreement with us to ensure our access to the source code in the event of the Supplier's insolvency.

15. CONFIDENTIALITY

15.1. The Supplier shall keep confidential all specifications, formulae, recipes, calculations and other documents and information received from us or otherwise obtained in connection with the Contract and shall use them only for the specified purpose. The Supplier may make such information accessible only to those employees who are bound by confidentiality agreements and only to the extent necessary for fulfilling the Contract. Before disclosing any such confidential information to a third party, the Supplier must inform us in advance of the name and address of such third party and shall contractually oblige the third party to maintain confidentiality. If such third party breaches the obligation to maintain confidentiality, the Supplier shall assign to us all claims resulting therefrom.

15.2. The obligation to maintain confidentiality shall also apply beyond the time of performance of this contract, unless the Supplier proves that the information in question

- is generally known,

- becomes generally known through no fault of the supplier,

- has been lawfully obtained by the Supplier from a third party who was not subject to a confidentiality obligation, or

- was already known to the supplier before disclosure by us.

15.3. The Supplier may not refer to the cooperation with us for advertising purposes without our prior written consent.

16. SUBSEQUENT DELIVERY OF GOODS AND SUPPLY OF SPARE PARTS

16.1. The Supplier undertakes to resupply us with identical Goods and/or spare parts required for such Goods, on the basis of individual orders and on competitive terms and conditions, for a period of at least ten (10) years after delivery of the Goods.

16.2. If the Supplier intends to discontinue the production of the Goods or spare parts in question, it shall inform us promptly and in any event no later than three (3) months prior to the discontinuation of production. We shall be entitled to place a final order for the Goods or spare parts at standard market conditions within one month after receipt of such notification.

16.3. The above provision shall not apply to electronic components, provided that compatible replacement products are available.

16.4. We shall also be entitled to procure spare parts directly from the Supplier's sub-suppliers or from third parties, provided that the relevant Goods are not protected by the Supplier's intellectual property rights.

16.5. The Supplier shall endeavour to impose corresponding obligation on its suppliers and sub-suppliers.

17. PROTECTION OF PERSONAL DATA

17.1. The Parties may exchange personal data such as names, telephone numbers, e-mail addresses and other personal data in connection with their contractual relationship. In such case, both Parties will use such personal data in accordance with the personal data protection laws in force, in particular, where applicable, the Swiss Federal Data Protection Act (SR 235.1) and the European Union General Data Protection Regulation of 4 May 2016 (EU 2016/679) and ensure that no unauthorised third parties have access to such personal data without the consent of the data subjects or for some other legal reason.

17.2. Each Party will treat personal data of the other Party as strictly confidential and will process such data solely for contractual purposes. The Party processing personal data is responsible for

the lawfulness of its processing as well as for the protection of the rights of data subjects.

18. COMPLIANCE WITH STANDARDS AND LAWS, SOCIAL RESPONSIBILITY

- 18.1. Unless otherwise specified in a purchase order, the Supplier guarantees compliance with the quality standards ISO 9001, ISO 14001, and ISO 45001, for medical devices, with ISO 13485.
- 18.2. The Goods must also comply with the regulations applicable to them. Suppliers in the supply chains of gold, silver, platinum group metals (PGMs), diamonds, colored gemstones and other critical, non-renewable resources are required to exercise due diligence obligations in their supply chains in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, and to document supply chain risks. Medical devices, this includes compliance with the Swiss Medical Devices Ordinance (*Medizinprodukteverordnung*, SR 812.213) as well as the Medical Devices Regulation (EU) 2017/745.
- 18.3. The Supplier must also comply with all laws, regulations and standards in the field of environmental protection, including Ordinance (EC) No. 1907/2006 (REACH) and Directives 2011/65/EU and 2017/2102/EU (RoHS) respectively.
- 18.4. The Supplier has read and accepted the Code of Conduct for Business Partners of CMSA group.

19. SUBCONTRACTORS

- 19.1. The Supplier may subcontract the design or manufacture of the Goods, in whole or in substantial part, or engage subcontractors selected only with our prior consent. Such subcontracting shall not release the Supplier from its liability for the proper performance of the Contract.
- 19.2. Without our prior written consent, the Supplier may not assign or otherwise transfer any rights or obligations arising from a Contract, whether in whole or in part, to any third parties.

20. FINAL PROVISIONS

- 20.1. Should individual provisions of these GTC be wholly or partially invalid or void, they shall be replaced by a provision that comes closest to the economic and legal effect of the invalid provision. The remaining provisions of the GTC shall remain unaffected and shall continue to be valid. The same applies in the event of a contractual lacuna.
- 20.2. No delay or omission by us in exercising any right, remedy or recourse granted to us under these GTC or the Contract shall be deemed a waiver of such rights.
- 20.3. Any communication sent by facsimile or electronically (e.g. via the internet, e-mail etc.) shall also be deemed to be 'in writing'.
- 20.4. These GTC are valid from August 28th, 2026 until further notice.
- 20.5. We have the right to change the GTC at any time at our discretion, such changes coming into force for any Contracts concluded after their announcement. The valid GTC can be accessed at any time on our website. It is the Supplier's responsibility to inform themselves about the currently valid GTC before accepting an order.

21. PLACE OF JURISDICTION, APPLICABLE LAW

- 21.1. The Contracts shall in all respects be governed by and construed in accordance with Swiss law to the exclusion of its private international law provisions and international conventions and treaties (including the UN Convention on the International Sale of Goods (CISG)).
- 21.2. For all legal actions brought by the Supplier arising out of or in connection with a Contract, the courts at our place of business in Biel, Switzerland, shall have jurisdiction. We may bring an action against the Supplier either before the courts at our place of business in Biel, Switzerland, or before any other court having jurisdiction under applicable law.